

EAST BATON ROUGE PARISH
Filed Apr 03, 2019 8:51 AM
Deputy Clerk of Court
C-661526
23

JESSE PIERRE AND
WANDA PIERRE, INDIVIDUALS

PLAINTIFFS,

VS.

THOR MOTOR COACH, INC.,
A FOREIGN BUSINESS
CORPORATION

DEFENDANT.

19TH JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DEPUTY CLERK: _____

FILED: _____

PETITION

NOW COME Plaintiffs, Jesse Pierre and Wanda Pierre, by and through their attorney, Lemon Law Group Partners PLC, and submit the following as their Complaint against Defendant Thor Motor Coach, Inc.

1.

Plaintiffs Jesse Pierre and Wanda Pierre are individuals residing at 103 N. Terrabone Drive, Gray, Louisiana 70359.

2.

Defendant Thor Motor Coach, Inc. is a foreign business corporation licensed to and doing business throughout the State of Louisiana. Thor Motor Coach, Inc. (hereinafter "Defendant Manufacturer" or "Defendant Thor") may be served through its registered agent, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816.

3.

The transactions and occurrences involved in this action took place in the State of Louisiana, Parish of East Baton Rouge.

4.

On or about April 28, 2018, Plaintiffs purchased a new 2018 Thor Ace, VIN: 1F64F5DYXJ0A08835 from an Authorized Dealership (hereinafter "Vehicle"). Please see Exhibit A: Purchase Agreement.



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5.

At the time of purchase, the Vehicle was accompanied with a Thor factory warranty which, in relevant part, provided for a three 1 (one) year/15,000 mile basic warranty and 2 (two) year/24,000 mile structure warranty (the "Warranty"). Please see Exhibit B: Pertinent Portion of Warranty. Full warranty is in Defendant's Possession.

6.

The Subject Vehicle is registered in the State of Louisiana and was purchased primarily for personal, family, and/or household purposes.

7.

Defendant Manufacturer's warranty covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

8.

In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted.

9.

Shortly after purchase, Plaintiffs noticed defects in the vehicle and returned the vehicle to Authorized Dealerships to repair the defects on at least three (3) occasions for defects to the Subject Vehicle including: rear slide topper end cap came off, closet door mirror fell out, left side of screen above couch rattling while driving, headboard crooked, floor coming up under table, blinds in bedroom will not stay up, wires under coach and slides hanging down, plastic cover around cup holders between driver and passenger seat do not stay in place, dashboard radio plate loose, auto level not working properly, panel does not indicate that jacks are up when they are raised, panel below bathroom sink came off, entry door difficult to open from inside, DVD player inoperable, awning malfunctioning and torn, slide rooms do not close completely, slide topper on main slide not located in proper position, jacks not going up or down, cap on slide topper on main slide loose, wires exposed in passenger side second to last compartment,

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generator will not start, awning lights inoperable, and bottom of dashboard loose. Please see Exhibit C: Repair Orders.

10.

Subject Vehicle has been out-of-service for at least thirty (30) total days for the aforementioned repairs. Please see Exhibit C.

11.

Despite the prolonged time during which the Subject Vehicle has been out-of-service, Defendant Manufacturer has failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

12.

The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

13.

Despite Plaintiffs' repeated efforts to allow Defendant Manufacturer the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

14.

The Vehicle still has issues including slide defects.

15.

Plaintiffs directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiffs' defective Vehicle and to reimburse Plaintiffs pursuant to their rights under State and Federal Laws. Please see Exhibit D: Written Notification, and Exhibit E: Return Receipt.

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16.

This cause of action arises out of the Defendant Manufacturer's Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act as set forth in this Complaint.

17.

Plaintiffs seek judgment against Defendant in whatever amount that Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.

18.

There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

19.

Plaintiffs fully repeat and incorporate Paragraphs 1 through 18, as set forth above.

20.

Defendant Thor extended to Plaintiffs a 1 (one) year/15,000 mile basic warranty and 2 (two) year/24,000 mile structure warranty ("Warranty").

21.

Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranty.

22.

Defendant Thor has failed to honor the terms of the Warranty.

23.

Defendant Thor has failed or refused to repair the issues which include slide defects.

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24.

As a result of the actions set forth above, Defendant Thor has breached its warranty.

25.

As a result of Defendant Thor's breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

26.

Plaintiffs fully repeat and incorporate Paragraphs 1 through 25, as set forth above.

27.

This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).

28.

Plaintiffs are "consumer"s as defined by 15 USC § 2301(3).

29.

Defendant Thor is a "supplier" and "warrantor" as defined by 15 USC § 2301(4)(5).

30.

The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).

31.

15 USC § 2301(D)(1)(A), requires Defendant Thor, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

32.

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The actions of Defendant Thor as hereinabove described, in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.

33.

Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendant Thor, Defendant Thor has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

34.

As a result of Defendant Thor's breach of factory warranty as set forth above, and Defendant Thor's failure to honor its obligations under its warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.

35.

Defendant Thor has had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

36.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle;
- (3) For Defendant Thor to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein;

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- (5) For such other and further relief as the court deems just and proper under the circumstances;
- (6) That all issues be tried before a jury.

Dated: 28th day of March, 2019

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: Nadine Gills

Nadine Gills, Esq. (30483)
1301 Enterprise Boulevard
Lake Charles, Louisiana 70601
337-513-4820
ngills@lemonlawgrouppartners.com
info@lemonlawgrouppartners.com

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Exhibit A

[illegible]

2228178

LA-102-9/1/2017

Retail Installment Contract and Security Agreement

Seller Name and Address: Camping World RV Sales - Lafayette 8030 NE Evangeline Thruway Lafayette, LA 70507	Buyer Name (Print Address): JESSE PIERRE WANDA PIERRE 109 N TERRABONNE DR GRAY, LA 70659	Subtotal: No. 076284347292477 Date: 04/28/2018
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☐ Business commercial vehicle and equipment contract

Truth-In-Lending Disclosure				
Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount you will pay over time	The amount of funds provided to you by the lender	The amount you will pay over time, including your down payment	The total cost of your purchase of this item, including your down payment
16.49%	\$59,844.24	\$2,280.56	\$62,224.80	\$2,000.00
				\$64,224.80

Payee's Schedule of Payments:

Number of Payments:	Amount of Payments:	When Payments Will Be Made:
240	\$249.27	Monthly, beginning on 6/28/2018
N/A	N/A	NOT APPLICABLE
N/A	N/A	NOT APPLICABLE

Example: You agree to pay \$249.27 per month for 240 months. If you do not make a payment for 30 days after the due date, you will be charged a late charge of \$15.00. The amount of the payment due on 6/28/2018 is \$249.27.

Example: If you pay off the Contract early, you may have to pay a penalty.

Example: If you fail to make a payment for 30 days after the due date, you will be charged a late charge of \$15.00. The amount of the payment due on 6/28/2018 is \$249.27.

Description of Property				
Year	Make	Model	Color	Vehicle Identification Number
2018	ACE	372	Black	1F8AF5D72C0A08835
2018 ACE 372 Class A 1F8AF5D72C0A08835				

Description of Trade-In

1996 FLEETWOOD M-P 33 1F8AF5D72C0A08835

When offered the trade-in, the implied balance of \$549.00 per year. You agree to pay the Contract according to the payment schedule and late charge schedule shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amount for the trade-in and condition of the Contract.

Conditional Delivery

☐ Conditional delivery: If a vehicle is delivered to you, you agree to pay for it. If you do not make a payment for 30 days after the due date, you will be charged a late charge of \$15.00. The amount of the payment due on 6/28/2018 is \$249.27.

☐ If you agree to pay for the vehicle, you agree to pay for it. If you do not make a payment for 30 days after the due date, you will be charged a late charge of \$15.00. The amount of the payment due on 6/28/2018 is \$249.27.

Sales Agreement

Payment: \$249.27 per month for 240 months. The amount of the payment due on 6/28/2018 is \$249.27.

Amount of the payment: \$249.27. The amount of the payment due on 6/28/2018 is \$249.27.

Amount of the payment: \$249.27. The amount of the payment due on 6/28/2018 is \$249.27.

There are no warranties, express or implied, as to the condition or quality of the property or the legal consequences of this contract.

Customer's Initial Here:

2228178

Warranty Information

BUYER'S WAIVER OF WARRANTIES - "AS IS" SALE

Unless you give your written warranty or enter into a service contract with you within 90 days from the date of this contract, we make no warranty, express or implied, on the vehicle and you waive all such warranties, including any express or implied warranty of fitness for a specific or ordinary purpose, warranty of merchantability, warranty of fitness for the particular purpose of resale, no hold use, and any warranty that the vehicle is free from hidden, latent, or factory defects. You also waive any right that you may have to demand that this sale be rescinded (rescinded) or that a refund of the cash price for the vehicle be given. If you do not rescind or demand a refund within 90 days of the date of this contract, you accept the merchandise as separate from any product warranty or your exclusive warranty with respect to the sale, and you acknowledge that you received a copy of it.

The above waiver of warranties has been read by me and explained to me in the manner that I understand and I knowingly consent to the waiver.

Buyer:

Buyer:

Buyer:

Acknowledgment for Electronic Signatures

☒ Electronic Signature Acknowledgment: I acknowledge that I have read and understand the terms and conditions of this contract, and I have signed this contract electronically. I understand that this contract is a legal document and that I am responsible for the accuracy of the information I have provided. I understand that this contract is a legal document and that I am responsible for the accuracy of the information I have provided. I understand that this contract is a legal document and that I am responsible for the accuracy of the information I have provided.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retains the right to receive a part of the Finance Charge.

Signatures

Buyer: Please Sign Your Name and Print Name in the Space Below. If you are a minor, you must have a parent or guardian sign this Contract. Any change of the Contract must be in writing and signed by you and us.

[Signature] 04/28/2018
BY: JESSE PIERRE Date:

[Signature] 04/28/2018
BY: WANDA PIERRE Date:

N/A Date:

Notice: If you do not sign this Contract, you must sign it if it contains any blank space. If you do not sign this Contract, you must sign it if it contains any blank space.

By signing this contract, I acknowledge that I have read and understand the terms and conditions of this contract, and I have signed this contract electronically. I understand that this contract is a legal document and that I am responsible for the accuracy of the information I have provided.

Buyer: *[Signature]* 04/28/2018
BY: JESSE PIERRE Date:

[Signature] 04/28/2018
BY: WANDA PIERRE Date:

N/A Date:

[Signature] 04/28/2018
BY: CAMPING WORLD RV Sales - Lafayette Date:

Acknowledgment: This Contract and Finance Agreement is assigned to Bank of America.

PO Box 2760
Jacksonville, FL 32203-2760

Phone: 800-245-6195

☒ The assignee is not a bank.

[Signature] 04/28/2018
BY: CAMPING WORLD RV Sales - Lafayette Date:

Buyer: Please Sign Your Name and Print Name in the Space Below. If you are a minor, you must have a parent or guardian sign this Contract. Any change of the Contract must be in writing and signed by you and us.

Customer's Initial Here:

Exhibit B

Warranty

WHAT THE PERIOD OF COVERAGE IS:

This Limited Warranty provided by Thor Motor Coach, Inc.® ("Warrantor") covers those components, assemblies and systems of your new motorhome not excluded under the section "What Is Not Covered", when sold by an authorized dealer. The duration of the limited warranty ends twelve (12) months after you first take delivery of the motorhome from an authorized dealership or after the odometer reaches 15,000 miles, whichever occurs first. However, this Limited Warranty provided by Warrantor covers the steel or aluminum frame structure, only, of the sidewalls (excluding slide outs), roof, and rear and front walls for twenty-four (24) months from the original retail purchase date or the first 24,000 miles of use, whichever occurs first.

If the motorhome is not of the current or prior model year when you take delivery of the motorhome OR you register your new motorhome in a business name or use your motorhome for any rental, commercial or business purposes whatsoever, the duration of the limited warranty ends ninety (90) days after you first take delivery of the motorhome or after the odometer reaches 5,000 miles, whichever occurs first. The duration of the Limited Warranty covering the steel or aluminum frame structure, only, of the sidewalls (excluding slide outs), roof, and rear and front walls ends twelve (12) months after you first take delivery of the motorhome or after the odometer reaches 15,000 miles, whichever occurs first. A conclusive presumption that your motorhome has been used for commercial and/or business purposes arises if you have filed a federal or state tax form claiming any business tax benefit related to your ownership of the motorhome.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES:

IMPLIED WARRANTIES, IF ANY, ARISING BY WAY OF STATE LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE MOTORHOME COVERED BY THIS LIMITED WARRANTY. WARRANTOR DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ON COMPONENTS AND APPLIANCES EXCLUDED FROM COVERAGE AS SET FORTH BELOW. There is no warranty of any nature made by Warrantor beyond that contained in this Limited Warranty. No person has authority to enlarge, amend or modify this Limited Warranty. The dealer is not the Warrantor's agent but is an independent entity. Warrantor is not responsible for any undertaking, representation or warranty made by any dealer or other person beyond those expressly set forth in this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

WHAT THE WARRANTY COVERS:

Warrantor's Limited Warranty covers only defects in the workmanship performed and/or materials used to assemble those portions of your motorhome covered by the limited warranty. See also the section "What the Warranty Does Not Cover" set out below. "Defect" means the failure of the workmanship performed and/or materials used to conform to Warrantor's design and manufacturing specification and tolerances.

WHAT WE WILL DO TO CORRECT PROBLEMS:

Warrantor's sole and exclusive obligation is to repair and/or replace, at its option, any covered defect if: (1) you notify Warrantor or one of its authorized servicing dealers of the defect, which is discovered within the warranty coverage period, within ten (10) days of discovering the defect; and (2) you deliver your Motorhome to Warrantor or Warrantor's authorized servicing dealer at your cost and expense. It is reasonable to expect some service items to occur during the warranty period. The performance of warranty repairs shall not extend the original warranty coverage period. Further, any performance of repairs after the warranty coverage period has expired or any performance of repairs to component parts and appliances that are excluded from coverage shall be considered "good will" repairs, which shall not alter the express terms of this limited warranty. If the repair or replacement remedy fails to successfully cure a defect after Warrantor received a reasonable opportunity to cure the defect(s), your sole and exclusive remedy shall be limited to Warrantor paying you the cost of having an independent third party perform repairs to the defect(s). Warrantor may use

Exhibit C

PAGE 2

Work Order # 10760

Job #	Lab Code	Description	LABOR	HOURS
1	Z990	MISC. LABOR		0.10
2	Z990	MISC. LABOR		0.10
3	Z990	MISC. LABOR		0.10
4	Z990	MISC. LABOR		0.10
5	Z990	MISC. LABOR		0.10
6	Z990	MISC. LABOR		0.10
7	Z990	MISC. LABOR		0.10
8	Z990	MISC. LABOR		0.10
10	Z990	MISC. LABOR		0.10

Job #	Excode	Description	EXTRAS	Qty
11	882	SHOP SUPPLIES		

COMMENTS

01.18.19. CUSTOMER DOES NOT HAVE ANY TRIPS ARE ANYTHING PLANNED. LET CUSTOMER KNOW COULD BE 4-5 DAYS BEFORE ON 1.18.19. TULLED INTO SHOP AND LOOKED AT. FD

Continued on page 3

Description	Work Required	Type
1/S: HINGE IS LOOSE IN FRONT OF BOTH DRIVER AND PASSENGER SEATS		W - 0.00
Job Status: N		
1/S: FACE PLATE FOR RADIO IS LOOSE		W - 0.00
Job Status: N		
1/S: WOOD LOOKING PANEL BEHIND STEERING WHEEL IS LOOSE		W - 0.00
Job Status: N		
1/S: AUTO LEVEL FOR JACKS NOT WORKING PROPERLY, COMPLETELY LICKS UP THE PASSENGER SIDE OFF OF THE GROUND WHILE THE DRIVER SIDE IS STILL COMPLETELY DOWN		W - 0.00
Job Status: N		
1/S: WHEN THE JACKS PICKED UP THE CAMPER HEARD A CRACKING SOUND NOT SURE IF SOMETHING UNDERNEATH OR ON JACK BROKE OR NOT		W - 0.00
Job Status: N		
1/S: PLASTIC BASE UNDER PASSENGER SEAT COMING OFF		W - 01.00
Job Status: N		
C/S: PASSENGER SIDE FRONT HYDRAULIC HOSE LEAKING		W - 0.00
Job Status: N		
C/S: FRAME FOR ENTRY DOOR IS DAMAGED NEAR STRIKER PLATE FROM LAST REPAIR ON DOOR		E - 0.00
Job Status: N		
C/S: WHEN YOU SLIDE BEDROOM SLIDE OUT IT POPS AS IF SLIDE IS CATCHING ON SOMETHING		W - 0.00
Job Status: N		
1/S: BOTH SIDE OF BED HEADFORM ARE ROUGH AND LOOK AS IF THEY SHOULD HAVE SOME KIND OF COVERING OVER THEM		W - 01.00

CAMPING WORLD RV SALES - LAFAYETTE
 3030 NE EVANGELINE THRUWAY
 LAFAYETTE, LA
 US
 70507-3425
 337-443-4175

SHOP WORK ORDER # 10149

WO Date: 11 OCT 18 First Name: JESSIE
 Tag#: 5364 Customer Name: 2825896 PIERRE, JESS
 Author: FALLON DENAIS Address: 103 N TERRABONNE DR
 Stock No: 1460243 GRAY, LA
 Year: 2018 Postal/Zip: 70659
 Manufacturer: THOR MOTOR COACH Phone#(res): 985-688-7478
 Brand: ACE Phone#(bus):
 Model: 2712 Cell Phone:
 Length: Ext# CO: USB
 Serial#: AAR027200410680 Bldg No:
 Chassis#: 1F64P5DYXU0A08835 Email:
 Miles/Hrs: 2728 Promised Date: 17 OCT 18
 Purchased Date: 28 APR 18 Completed Date:
 Warranty Date: 28 APR 18 Invoice#:
 Inservice Date:

Job #	Description	Work Required	Type
1	C/S: SLIDE TOPPER ON MAIN SLIDE IS NOT LOCATED IN PROPER POSITION. SHIFTED OVER TO THE RIGHT AND NOT HITTING STOPPERS WHEN CLOSED ALL THE WAY		W 0.00
2	C/S: JACKS NOT GOING UP OR DOWN		W 0.00
3	C/S: CAP ON SLIDE TOPPER ON MAIN SLIDE TOWARDS FRONT OF UNIT IS LOOSE AND ABOUT TO FALL OFF		W 0.00
4	C/S: WIRES EXPOSED IN PASSENGER SIDE 2ND TO LAST COMPARTMENT		W 0.00
5	C/S: GENERATOR WILL NOT START		W 0.00
6	C/S: CANNOT GET DVD PLAYER TO PLAY WOULD LIKE US TO LABEL HDMI CORDS		W 0.00

Job #	Lab Code	Description	LABOR	Hours
1	Z990	MISC. LABOR		0.01
2	Z990	MISC. LABOR		0.01
3	Z990	MISC. LABOR		0.01
4	Z990	MISC. LABOR		0.01
5	Z990	MISC. LABOR		0.01

Continued on page 2

CHRY SALES - BILOXI
2020 SHRINERS BLVD
BILOXI, MS

US
59532
228-273-2798

CUSTOMER WORK ORDER # 7448

WO Date: 29 APR 18
Tag#:
Author: KAYLA KULP
Stock No:
Year: 2018
Manufacturer: THOR
Brand:
Model: ACE
Length:
Serial#:
Chassis#: 1764K5PTXJ0N06835
Miles/Hrs:
Purchased Date:
Warranty Date:
Date In: 29 APR 18

First Name: JESSE
Customer Name: 2825096 - PIERRE, JESS
Address: 103 N TERRABONNE DR
GRAY, LA
Postal/Zip: 70659
Phone# (res): 985-688-7478
Phone# (bus):
Cell Phone:
Ext# Co: USP
Ext# No:
Email:
Promised Date: 29 APR 18
Completed Date:
Invoice#

Job #	Description	Job Information
1	COMPLAINT: REAR SLIDE, SLIDE TOPPER END CAP CAME OFF	
1	CAUSE: SCREW CAME OUT CAUSING THE SLIDE TOPPER TO UNRAVEL	
1	CORRECTION: TWIST SLIDE TOPPER CAP UNTIL TENSION IS PROPER PLACE BACK IN PROPER BRACKET AND RESECURE WITH LONG SCREW	

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

DATE VEHICLE DROPPED OFF: _____

DATE OF APPOINTMENT: _____

REPAIR COMPLETION DATE: _____

OWNER NOTIFIED OF COMPLETION @ TIME: _____ DATE: _____

DATE RELEASED/COLLECTED: _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

Continued on page 2

Work Order # 5448

SIGNATURE OF OWNER

CAMPING WORLD RV SALES - LAFAYETTE
3030 NE EVANGELINE THRUWAY
LAFAYETTE, LA
US
70507-3425
337-443-4175

CUSTOMER WORK ORDER # 9436

WO Date:	13 JUL 18	First Name:	JESSIE
Tag#:	5364	Customer Name:	2825096 - PIERRE, JESS
Author:	FALLON, DENNIS	Address:	103 N TERRABONNE DR
Stock No:	1467243		GRAY, LA
Year:	2018	Postal/Zip:	70559
Manufacturer:	THOR MOTOR COACH	Phone# (res):	985-688-7478
Brand:	ACE	Phone# (bus):	
Model:	27.2	Cell Phone:	
Length:		Exam Co:	USP
Serial#:	AR02720041068	Exam No:	
Chassis#:	1F64P5D4J0A08835	Email:	
Miles/Hrs:	2725	Promised Date:	18 JUL 18
Purchased Date:	28 APR 18	Completed Date:	
Warranty Date:	28 APR 18	Invoice#:	
In Service Date:			

Job #	Description	Job Information
1.	C/S: PLASTIC COVER AROUND CUP HOLDERS BETWEEN DRIVER AND PASSENGER SEAT DO NOT STAY IN PLACE	
2.	C/S: DASH RADIO PLATE AROUND IS LOOSE	
3.	C/S: WHEN JACKS ARE RAISED ALL THE WAY PANEL DOES NOT SHOW THEY ARE ALL THE WAY UP	
4.	C/S: AUTO LEVEL NOT WORKING PROPERLY	
5.	C/S: MIRROR FOR CLOSET DOOR FELL OUT	
6.	C/S: PANEL BELOW SINK IN BATHROOM CAME OFF	
7.	C/S: ENTRY DOOR HARD TO OPEN FROM INSIDE	
8.	C/S: DVD PLAYER NOT WORKING WITH TV	
9.	C/S: AWNING MALFUNCTIONED AND TORE UP HAD TO GET ROAD SIDE TO REMOVE AWNING, AWNING IN COMPARTMENT	
10.	C/S: WIRES HANGING UNDERNEATH AT REAR DRIVER SIDE OF UNIT	
11.	C/S: YOU CAN SEE DAYLIGHT WHEN SLIDE ROOMS ARE CLOSED	

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

DATE VEHICLE DROPPED OFF: _____

DATE OF APPOINTMENT: _____

REPAIR COMPLETION DATE: _____

Continued on page 2

PAGE 2

Work Order # 9436

OWNER NOTIFIED OF COMPLETION @ TIME _____ DATE _____

DATE RELEASED/COLLECTED _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL, AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

SIGNATURE OF OWNER _____

CAMPING WORLD RV SALES - LAFAYETTE
3030 NE EVANGELINE THRUWAY
LAFAYETTE, LA
LS
70507-3425
837-443-4175

CUSTOMER WORK ORDER # 8889

WO. Date:	15 MAY 18	First Name:	JESSE
Tag#:	5218	Customer Name:	2825096 - PIERRE, JESS
Author:	FALLON, DENNIS	Address:	103 N TERRABONNE DR
Spec. No.:	1467243		GRAY, LA
Year:	2018	Postal/Zip:	70659
Manufacturer:	THOR MOTOR COACH	Phone# (res):	985-688-7478
Brand:	ACE	Phone# (bus):	
Model:	27-2	Cell Phone:	
Length:		Ext. Co.:	CS EXCH
Serial#:	AAR02720041068	Ext. No.:	
Chassis#:	1E64F5DYX30AC8835	Email:	
Miles/Hrs:	2001	Promised Date:	03 JUN 18
Purchased Date:	28 APR 18	Completed Date:	29 JUN 18
Warranty Date:	28 APR 18	Invoice#:	
Inservice Date:			

Job #	Description	JOB INFORMATION
1	COMPLAINT:	C/S: CLOSET DOOR MIRROR FELL OUT. HIT CUSTOMER ON SHOULDER AND CRACKED**06.05.18 AUTH PA19518(1) APPROVED 50HR
1	CAUSE:	FOUND MIRROR FOR CLOSET DOOR OUT OF THE DOOR AND BROKEN. NEED TO R/I CLOSET DOOR. INSTALL NEW MIRROR AND BACKER BOARD TO SECURE MIRROR. REQ.
1	CORRECTION:	REMOVED AND REPLACED MIRROR IN CLOSET DOOR. COMPLETE 28JUNE18 TM
2	COMPLAINT:	C/S: LEFT SIDE OF SCREEN ABOVE TOUCH RATTLING WHEN GOING DOWN ROAD**06.05.18 AUTH PA19518(2) APPROVED 10HR
2	CAUSE:	FOUND LEFT SIDE OF SCREEN MISSING CLIPS TO LOCK SCREEN ONTO WINDOW. NEED TO REPLACE LOCKING CLIPS ON SCREEN. REQ.
2	CORRECTION:	REPLACED LOCKING CLIPS ON SCREEN. COMPLETE 27JUNE18 TM
3	COMPLAINT:	C/S: HEADBOARD IS CROOKED**06.05.18 AUTH PA19540(1) APPROVED 30HR
3	CAUSE:	FOUND HEADBOARD IS MOUNTED CROOKED. NEED TO R/I HEADBOARD AND INSTALL STRAIGHT. REQ.
3	CORRECTION:	REMOVED AND REINSTALLED HEADBOARD. COMPLETE 27JUNE18 TM
4	COMPLAINT:	C/S: FLOOR COMING UP UNDER TABLE**06.05.18 AUTH PA19540(2) APPROVED 1.5HR
4	CAUSE:	FOUND FLOOR UNDER DINETTE TABLE COMING UP. NEED TO R/I TABLE AND BOTH BOOTHS. RESECURE FLOORING. INSTALL MOLDING TO HELP SECURE EDGES AND PITY HOLE. REQ. 1 HOUR
4	CORRECTION:	PEELED BACK FLOOR AND REGLOUED LINOLEUM. COMPLETE 27JUNE18 TM
7	COMPLAINT:	2 BLINDS IN BEDROOM WILL NOT STAY UP**06.05.18 AUTH PA19540(3) APPROVED 60HR
7	CAUSE:	FOUND 2 WINDOW SHADES IN BEDROOM WILL NOT STAY UP. NEED TO

Continued on page 2

PAGE 2

Work Order: 8899

7. CORRECTION: ADJUST STRINGS ON SHADES TO STAY UP. 3 PER SHADE, REQ. 6
 8. COMPLAINT: TIGHTENED STRINGS ON SHADES. COMPLETE 27JUNE18 TW
 9. CAUSE: WIRES UNDER THE COACH AND SEIDES ARE HAVING DOWN. **NPF**
 10. CAUSE: COULD NOT FIND ANY WIRES HANGING DOWN. NO PROBLEM FOUND AT
 THIS TIME
 11. CORRECTION: COMPLETE 28MAY18: KW
 12. COMPLAINT: C/S JACKS ARE DOWN BUT WHEN THEY GET OUT AND CHECK THEM
 THEY ARE UP. **NPF**
 13. CAUSE: TESTED JACKS. FOUND AEL JACKS TO BE WORKING CORRECTLY. NO
 ISSUE FOUND AT THIS TIME
 14. CORRECTION: COMPLETE 28MAY18: KW

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extra Total:	0.00
Work Order Total:	0.00

DATE VEHICLE DROPPED OFF: _____

DATE OF APPOINTMENT: _____

REPAIR COMPLETION DATE: _____

OWNER NOTIFIED OF COMPLETION @ TIME: _____ DATE: _____

DATE RELEASED/COLLECTED: _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE
 HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE
 INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM
 THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

SIGNATURE OF OWNER: _____

LATE FEE OR STORAGE FEE \$49.00/DAY FOR EVERYDAY THAT WE ARE WAITING FOR CUSTOMER'S ACTION, WORK MAY BE PERFORMED BY AFFILIATED SHOPS AS NEEDED

**MOBILE REPAIR INC.
MOBILE MECHANIC FPF.**
3515 HILLCROFT, HOUSTON

Make	Mitsubishi
Model	725
Year	1987
City and Zip Code	77528
Phone	775-281

DESCRIPTION:

removed awning
Labor 379

I hereby authorize the repair work to be done along with necessary material. You and your employees may remove these vehicles for purposes of testing, inspection or delivery in any state, and you agree to pay for the cost of any damage to the vehicle or its contents. I agree to pay for the cost of any damage to the vehicle or its contents. I agree to pay for the cost of any damage to the vehicle or its contents.

I HEREBY AUTHORIZE THE MARKED PARTS TO BE INSTALLED IN MY CAR AND AGREE TO PAY THE SUGGESTED PRICE ON DELIVERY.

When you have finished the repair work, please return the vehicle to me. I agree to pay for the cost of any damage to the vehicle or its contents. I agree to pay for the cost of any damage to the vehicle or its contents.

Customer understands that parts described in this contract are not under the Customer's control. The Customer agrees that the parts described in this contract are not under the Customer's control. The Customer agrees that the parts described in this contract are not under the Customer's control.

I agree to pay for diagnosis, full repair price, if not I transfer ownership of this vehicle to Mobile Mechanic FPF. (stopped, insufficient, closed account checks, stopped credit card subject this vehicle to repossession by Mobile Mechanic FPF.)

Cancellation fee is equal to or exceeds the deposit. Your vehicle if needed. Storage fee is \$49.00 per day after 24 hours from job completion. To sign up engine & check \$299. Plus Tax, To sign up transmission & check \$199 plus tax.

I hereby authorize the repair work per phone authorization. An express maintenance item is acknowledged on above vehicle to ensure the amount of repairs.

I hereby acknowledge by signing this repair order/contract, I agree to all the terms above and on the back of this agreement.

SIGNATURE:

[Signature]

ODOMETER READING	MILE IN	READY BY
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INITIAL ESTIMATE	
PARTS	
LABOR	
TOTAL ESTIMATE	

REVISED ESTIMATE	
PARTS	
LABOR	
TOTAL	

SIGNATURE:

NOTICE PURSUANT TO SECTION 26.001 TEXAS PROPERTY CODE

I am the owner, or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to this repair contract. I understand that this vehicle is subject to repossession in accordance with Section 26.001, Texas Business & Commerce Code, if a written order for a payment for repair of the vehicle is stopped, dishonored, or notice of insufficient funds, no funds or because the drawer or maker of the order has no account or the account on which it is drawn has been closed or credit card charge stopped.

DEPOSIT	125
BALANCE	379
RECHARGE TOTAL	504
REPLACED PARTS REQUESTED BY CUSTOMER	YES <input type="checkbox"/> NO <input type="checkbox"/>
APPROVED BY	

<input type="checkbox"/> IN PERSON	<input type="checkbox"/> TELEPHONE
------------------------------------	------------------------------------

NO.

[illegible]

Exhibit D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

August 13, 2018

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse Pierre
Vehicle: 2018 Thor Ace
VIN: 1F64FSDYXJOA08835

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Jesse Pierre relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client is reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Camping World of Lafayette, 3030 SE Evangeline Thruway, Lafayette, LA 70507



**Certificate of Service
Declaration of Mailing**

CaseMail ID: CM-0623-17098.01
On Behalf of:
Lemon Law Group Partners PLC
2775 Sunny Isles Boulevard Suite 150
North Miami Beach, FL 33160

On September 6, 2018 a copy of the following documents were deposited for delivery by the United States Postal Service, via First Class Mail, postage prepaid, with sufficient postage thereon to the following recipients.

Thor Motor Coach, Inc.
701 CR 15
Elkhart
IN
46515

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

Dated: September 6, 2018

/s/ Joe L. Ruiz
VeTrus, Corp. d/b/a CaseMail
16192 COASTAL HWY
Lewes, DE 19958

CaseMail ID: CM-0623-17098.01

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street
Suite 504
North Miami Beach, FL 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

September 5, 2018

VIA US MAIL

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse and Wanda Pierre
Vehicle: 2018 Thor Ace VIN: 1F64F5DYXJOA08835
Dear Sir/Madam:

As you know this law firm represents the legal interests of Jesse and Wanda Pierre relating to the purchase of a 2018 Thor Ace VIN: 1F64F5DYXJOA08835 (the "Vehicle"). On 8/20/2018 your office received our letter dated 08/13/2018 and failed to respond.

Please let this letter serve as our final attempt to settle this matter prior to filing a lawsuit and incurring unnecessary attorney fees and costs. As stated previously, the defects with the vehicle continue to exist. Due to the serious defects with the Vehicle since its purchase, Jesse and Wanda Pierre hereby demand a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 7 days, Jesse and Wanda Pierre have instructed me to file a lawsuit against you.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

Exhibit E



**Certificate of Service
Declaration of Mailing**

CaseMail ID: CM-0623-16624.01
On Behalf of:
Lemon Law Group Partners PLC
2775 Sunny Isles Boulevard Suite 150
North Miami Beach, FL 33160

On August 14, 2018 a copy of the following documents were deposited for delivery by the United States Postal Service, via Certified Mail ERR / w signature, postage prepaid, with sufficient postage thereon to the following recipients.

Thor Motor Coach, Inc.
701 CR 15
Elkhart
IN
46515

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

Dated: August 14, 2018

/s/ Joe L. Ruiz
VeTrius, Corp. d/b/a CaseMail
16192 COASTAL HWY
Lewes, DE 19958



Date Produced: 08/27/2018

USCERTIFIEDLETTERS:

The following is the delivery information for Certified Mail™/RRE item number 9314 8000 3860 0211 5056 26. Our records indicate that this item was delivered on 08/20/2018 at 08:16 a.m. in ELKHART, IN 46515. The scanned image of the recipient information is provided below.

Signature of Recipient :

A scanned image of a signature. The signature is written in cursive and appears to read "Tiffani Thompson". It is written over a horizontal line.

Address of Recipient :

A scanned image of an address. It shows "POB 1486" written in cursive over a horizontal line.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

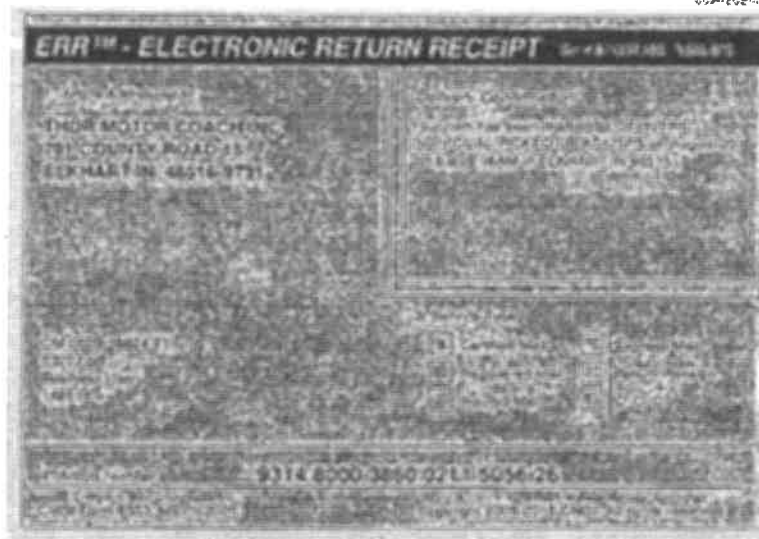
Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: CM-0623-16624.01

CaseMail ID: CM-0623-16624.01

Page 12



Signature of Recipient

Signature of Recipient (USPS Employee)



USPS Postmark Stamp

ELECTRONIC TRACKING INFORMATION

9314 8000 3860 0211 5056 26

Pg. 2 of 2

Your item has been marked as **DELIVERED INDIVIDUAL PICKED UP AT USPS** on August 20, 2018 at 8:16AM in ELKHART, IN 46515.
 Your item has been marked as **AVAILABLE FOR PICKUP** on August 18, 2018 at 11:04AM in ELKHART, IN 46515.
 Your item has been marked as **OUT FOR DELIVERY** on August 18, 2018 at 7:32AM in ELKHART, IN 46516.
 Your item has been marked as **SORTING/PROCESSING COMPLETE** on August 18, 2018 at 7:22AM in ELKHART, IN 46516.
 Your item has been marked as **ARRIVAL AT UNIT** on August 18, 2018 at 6:30AM in ELKHART, IN 46516.
 Your item has been marked as **PROCESSED THROUGH USPS FACILITY** on August 18, 2018 at 1:19AM in SOUTH BEND, IN 46624.
 Your item has been marked as **PROCESSED THROUGH USPS FACILITY** on August 17, 2018 at 10:58PM in SOUTH BEND, IN 46624.
 Your item has been marked as **PROCESSED THROUGH USPS FACILITY** on August 17, 2018 at 12:44PM in FORT WAYNE, IN 46802.
 Your item has been marked as **PROCESSED THROUGH USPS FACILITY** on August 15, 2018 at 6:57PM in BIRMINGHAM, AL 35203.
 Your item has been marked as **ORIGIN ACCEPTANCE** on August 15, 2018 at 5:42PM in BIRMINGHAM, AL 35203.
 Your item has been marked as **PRE-SHIPMENT INFO SENT USPS AWAITS ITEM** on August 14, 2018 at 9:29PM in BIRMINGHAM, AL 35203.
 WAITING FOR USPS SCAN
 20180814 00:00:00 MA-MANIFEST ACCEPTED 35203 BMEU BIRMINGHAM

LEMON LAW GROUP PARTNERS PLC

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2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610

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August 13, 2018

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse Pierre
Vehicle: 2018 Thor Ace
VIN: 1F64F5DYXJOA08835

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Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Camping World of Lafayette, 3030 SE Evangeline Thruway, Lafayette, LA 70507